

**INTERGOVERNMENTAL AGREEMENT
TEMPORARY CLOSURE OF ACCESS TO US 26 AT KNOWLEDGE STREET
at MP 19.38
CITY OF PRINEVILLE**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT"; and the CITY OF PRINEVILLE, acting by and through its elected officials, hereinafter referred to as "City," collectively hereinafter referred to as the "Parties."

RECITALS

1. By the authority granted in ORS 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. US 26 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Knowledge Street and Juniper Street are a part of the city street system under the jurisdiction and control of City.
3. During the preliminary design phase of the Bridge No. 02201 Ochoco Creek Replacement project, the need to temporarily close access to US 26 at Knowledge Street was identified. The Bridge No. 02201 Ochoco Creek Replacement was added to the US26: Ochoco Creek Bridge Creek OTIA III Project, Bundle AO5, Key No. 13540.
4. By the authority granted in ORS 810.210, ODOT is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where ODOT deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than ODOT, except with its written approval. Traffic signal work on this Project will conform to the current ODOT standards and specifications.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, the Parties agree that there shall be a temporary closure of access to US 26 at Knowledge Street, hereinafter referred to as the "Project", which will occur from July 1, 2008 to October 31, 2008. The Project is located as shown on Exhibit A, attached hereto and by this reference made a part hereof.

2. All costs related to the performance of obligations under this Agreement are included in the Ochoco Creek-Bridge Creek OTIA III Projects, Bundle A05, Key No. 13540. Costs of this Project shall be the responsibility of ODOT.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project.

ODOT OBLIGATIONS

1. ODOT, or its consultants, shall, temporarily close access to US 26 at Knowledge Street as stated in Terms of Agreement paragraph 1 above.
2. ODOT, or its consultants, shall relocate the school crossing from Knowledge Street to Juniper Street and install at the intersection of Juniper Street and US 26, for the duration of Project: 1) a temporary crosswalk ; and, 2) temporary shoulder mounted solar powered flashing yellow lights on the US 26 westbound traffic lane as it approaches the Juniper Street/US 26 intersections to be operational during Crook Middle School peak periods; and shall also provide flaggers during peak periods. The AM peak period is defined as 30 minutes before and after the start of school and the PM peak period is defined as 30 minutes before and 60 minutes after school ends. There are no peak periods when school is not in session, i.e., weekends, holidays, summer months. ODOT, or its consultants, shall coordinate any changes to the peak periods identified above with the Crook County School District representatives identified in Obligation 4 below.
3. ODOT, or its consultants, shall replace the existing overhead yellow flashing light at Knowledge Street with permanent shoulder mounted solar powered advance warning signs to warn motorists of reduced speed limit when yellow light is flashing. This will become operational and maintained by ODOT when construction of the bridge and bridge approaches are complete and the school crossing at Knowledge Street is reopened.
4. ODOT, or its consultants, shall coordinate and communicate with Crook County School District, (Superintendent of Schools, 471 NE Ochoco Plaza Drive, Prineville, OR 97754, (541) 447-5664) and Crook County Middle School (Rocky Miner, Crook County Middle School, 100 NE Knowledge Street, Prineville, OR 97754, (541) 447-6283) regarding Project schedule and impact on school transportation issues.
5. ODOT, or its consultants, shall ensure that the accesses to businesses adjacent to the Project shall be kept open during construction of the bridge and bridge approaches, with minimal disruption.

City/ODOT

Agreement No. 24504

6. Exhibit B, attached hereto and by this reference made a part hereof, shows the location of the temporary and permanent pedestrian improvements as discussed in ODOT Obligations paragraph 1 through 4.
7. ODOT shall be responsible for all costs associated with the Project.
8. ODOT's Project Manager for this Project is Russ Olson, Consultant Project Manager, Bridge Delivery Unit, 680 Cottage NE, Salem, Oregon 97301, (503) 986-3015.

CITY OBLIGATIONS

1. City hereby grants ODOT, or its consultants, authority to enter onto City right of way for the purpose of performing work related to Project.
2. City shall enter into and execute this Agreement during a duly authorized session of its City Council.
3. City's Project Manager for this Project is Mike Wilson, City Engineer, City Hall, 387 NE Third Street, Prineville, Oregon, 97754, (541) 447-5627

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

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3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
5. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
6. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year hereinafter written.

This Project is in the 2006-2009 Statewide Transportation Improvement Program, (Key **#13540**) that was approved by the Oregon Transportation Commission on December 2, 2005.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

SIGNATURE PAGE TO FOLLOW

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 2, in which day-to-day authority is delegated to the Region Managers, for their respective region, which includes the authority to approve and sign agreements up to \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program

CITY OF PRINEVILLE, by and through its
elected officials

By _____
Mayor

Date _____

By _____
City Recorder

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
City Legal Counsel

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 4 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Technical Center Manager, Bridge
Delivery Unit

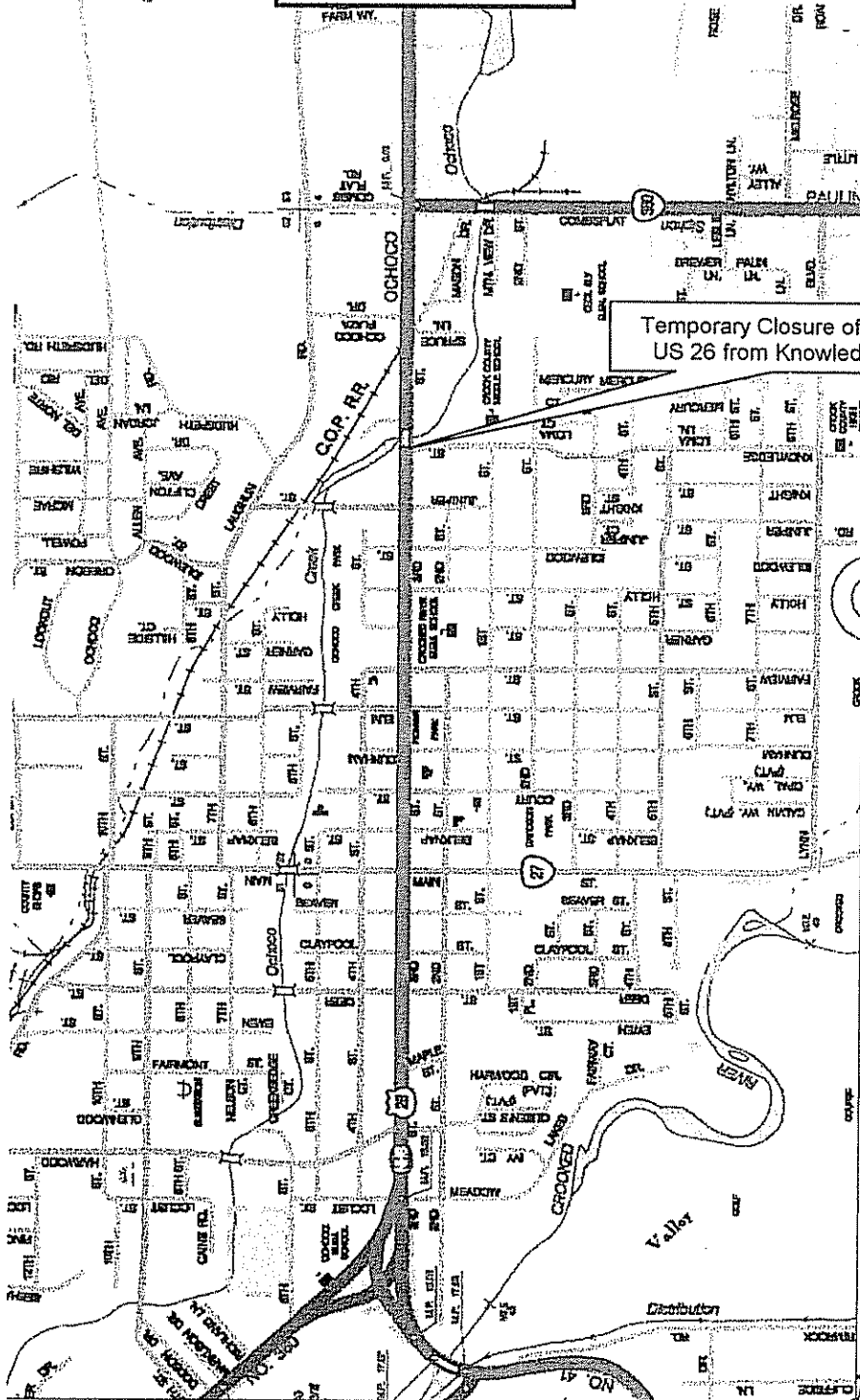
Date _____

By _____
Region 4 Central Oregon Area Manager

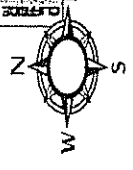
Date _____

City Contact:
Robb Corbett, City Manager
City of Prineville
387 NE Third Street
Prineville, OR 97754
(541) 447-5628
rwcobbett@cityofprineville.com

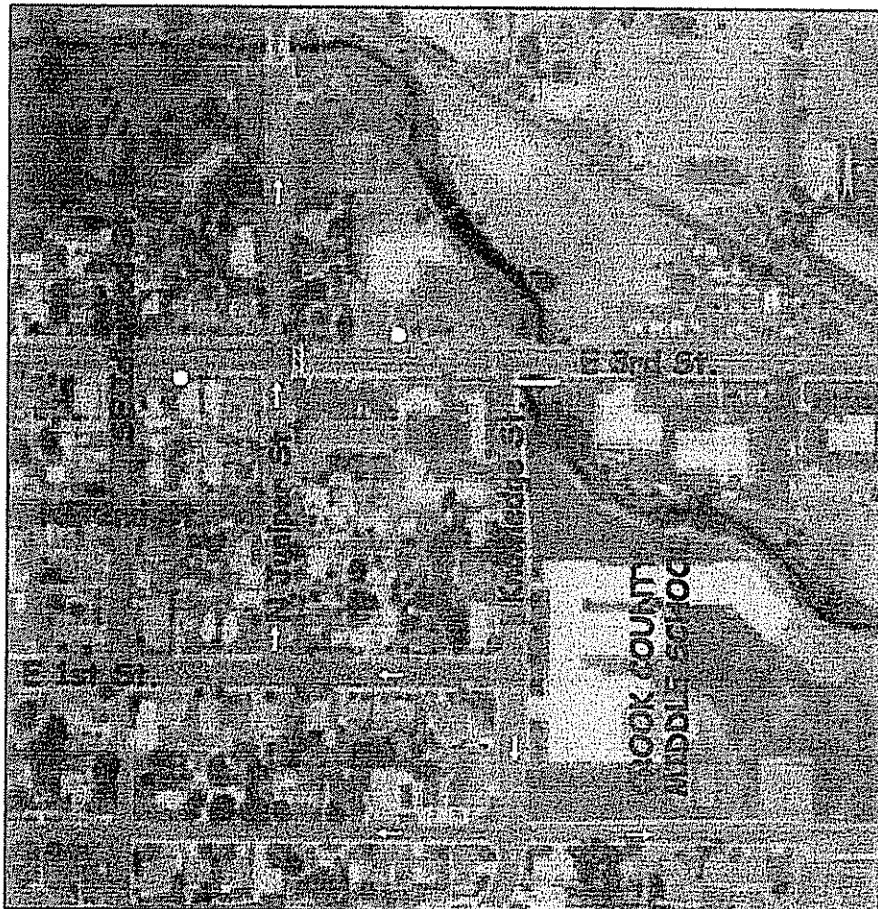
EXHIBIT A



Temporary Closure of Access to US 26 from Knowledge Street











**PROPOSED PEDESTRIAN ROUTE
FOR
CROOK COUNTY MIDDLE SCHOOL**




100 yds



-  School Pedestrian Route
-  Temporary Pedestrian Bridge
-  Temporary Crosswalk
-  School Staff Monitors
-  Road Closed
-  School Speed Limit When Flashing
-  Yellow Flashing Beacons
-  Advisory Sign:

**PATH OPEN
NO CROSSING AT
3RD STREET**

URS



OREGON TRANSPORTATION INVESTMENT ACT
 US26 OCHOCO CREEK BRIDGE
 BRIDGE No. 20549 (02200)
 OCHOCO HIGHWAY MP 15.40
 CROOK COUNTY
 PROPOSED SCHOOL PEDESTRIAN ROUTE

EXHIBIT B